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**D E C I S I O N**  
**of 3 July 2003**

**Case Number:** T 0060/00 - 3.4.1

**Application Number:** 92922228.9

**Publication Number:** 0567610

**IPC:** G07F 19/00

**Language of the proceedings:** EN

**Title of invention:**  
Value transfer system

**Patentee:**  
MONDEX INTERNATIONAL LIMITED

**Opponent:**  
Visa International Service Association

**Headword:**  
Value transfer system/MONDEX INTERNATIONAL LTD.

**Relevant legal provisions:**  
EPC Art. 54(1)(2), 56, 83, 114(2)

**Keyword:**  
"Withdrawal of the appeal (no)"  
"Sufficiency of disclosure (yes)"  
"Novelty and inventive step (yes)"

**Decisions cited:**  
J 0011/80, J 0007/87, J 0011/87, T 0116/98

**Catchword:**  
-



Case Number: T 0060/00 - 3.4.1

**D E C I S I O N**  
of the Technical Board of Appeal 3.4.1  
of 3 July 2003

(Opponent)

Visa International Service Association  
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**Representative:**

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**Respondent:**

(Proprietor of the patent)

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**Representative:**

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**Decision under appeal:**

Decision of the Opposition Division of the  
European Patent Office posted 25 January 2000  
rejecting the opposition filed against European  
patent No. 0567610 pursuant to Article 102(2)  
EPC.

**Composition of the Board:**

**Chairman:** G. Davies  
**Members:** H. K. Wolfrum  
G. Assi

## Summary of Facts and Submissions

I. The appellant (opponent) lodged an appeal against the decision of the opposition division, dispatched on 25 January 2000 rejecting the opposition against European patent No. 0 567 610. The notice of appeal was received on 17 February 2000, the prescribed fee being paid on the same day. The statement setting out the grounds of appeal was received on 2 May 2000.

II. Opposition had been filed against the patent as a whole and based on the grounds of Articles 100(a) and 100(b) EPC and substantiated on the grounds of lack of novelty, lack of inventive step (Articles 52(1) and 56 EPC) and lack of sufficiency of disclosure (Article 83 EPC). The respective objections were maintained in the appeal with reference being made to the following documents :

D1: EP-A-0 172 670;

D2: S. Even et al: "Electronic Wallet", undated publication, allegedly based on a paper which appeared in June 1983 in "Computer Science ...", Technicon, Haifa, Israel;

D3: M. Waidner et al: "Loss-Tolerant Electronic Wallet", dated 19 September 1989, pages 3-5; and a page 127 from a publication "Smart Card 2000", Elsevier Science Publishers B.V., printed 1991;

D4: US-A-4 320 387;

D5: EP-A-0 256 768;

D6: WO-A-83/03 018;

D7: S. Even: "Secure off-line Electronic Fund Transfer between nontrusting Parties", Amsterdam 1989, Elsevier, pages 57 - 66;

D8: P. Remery: "A System of Payment using Coin-Purse Cards", Elsevier 1989;

D9: H. Bürk et al: " Value Transfer Systems enabling Security and Unobservability", 1989, pages 225-231;

D10: S. Even et al: "Electronic Wallet", New York 1984, pages 383-384; and

D13: EP-A-0 421 808.

III. In response to their respective requests, the parties were summoned to oral proceedings. In a communication pursuant to Article 11(2) RPBA dated 14 February 2003 and annexed to the summons the Board noted *inter alia* that the available bibliographic data for documents D2 and D3 provided insufficient evidence that these documents had been published before the priority date claimed by the present patent and that they would therefore be disregarded unless the missing proof was provided. From the remaining documents, only D1, D4, D5, D7 and D10 were considered to be of particular relevance. A deadline for the filing of any further submissions of 1 month before the date of the oral proceedings was set.

- IV. By a letter dated 30 May 2003, the representative of the appellant sent the following statement : *"My client, Visa International, has decided not to pursue the appeal. It appears to us that the subject matter of the instant patent is not of primary importance and does not justify the expense of an appeal. Further, should Visa International encounter this patent in the future, Visa does, of course, reserve all the rights to contest the validity of the patent in the national courts."*
- V. On 5 June 2003 the Board's registry undertook a consultation by telephone with the appellant's representative in order to clarify whether the letter of 30 May 2003 was to be understood as a withdrawal of the appeal. In this consultation, the result of which was notified to the parties on 13 June 2003, the appellant's representative explained that he did not intend to withdraw the appeal but wished the Board to issue a decision without him attending the oral proceedings.
- VI. In letters dated 10 June 2003 and 12 June 2003, the respondent (patentee) took the view that, due to the appellant's declaration of 30 May 2003, the appeal proceedings had been terminated with immediate effect and requested a formal ruling be made on this issue.
- VII. Oral proceedings took place on 3 July 2003 in the absence of the appellant.

A fax from the appellant relating to documents D2 and D3 was received in the EPO at 9.57 am on that day and reached the Board in the course of the oral proceedings

at a time when it was already deliberating. The fax was disregarded as late-filed.

- VIII. The appellant requested in writing that the decision under appeal be set aside and the European patent be revoked.
- IX. The respondent requested that the Board decide that the appellant's letter dated 30 May 2003 be considered to be a withdrawal of the appeal. Alternatively, it was requested that the appeal be dismissed and that the patent be maintained either as granted (main request) or on the basis of claims 1 according to first and second auxiliary requests filed on 2 June 2003.
- X. Independent claim 1 of the granted patent reads as follows:
- "1. A value transfer system having a computer (1a,2a,3a); a plurality of electronic purses (6); exchange devices (5,9) whereby purses (6) may communicate with each other to transfer value in transactions which are off-line from the computer; and, in each purse or associated exchange device, a memory means (SS,RS) and a microprocessor, said microprocessors being programmed to effect transactions between a pair of purses (6) including a sending purse which sends value and a receiving purse which receives value, wherein each transaction includes at least the microprocessor implemented processes of:*
- (a) the receiving purse sending to the sending purse a requested value message representing a request to receive value;*

*(b) the sending purse creating a value message responsive to the requested value message sent by the receiving purse;*

*(c) the sending purse creating a commitment message which signifies commitment of the value requested by the request value message sent by the receiving purse;*

*(d) the sending purse storing said commitment message in its memory means (SS);*

*(e) the sending purse sending the commitment message to the receiving purse;*

*(f) the receiving purse storing said commitment message in its memory means (RS);*

*(g) the sending purse sending the value message to the receiving purse; and*

*(h) the receiving purse receiving and processing the value message."*

XI. The appellant submitted essentially the following arguments in writing:

With regard to the issue of sufficiency of disclosure, as far as support for the patentability of the claimed subject-matter was seen in the possibility to interrupt a transaction and resume and complete it at a later point in time, such an interruption made sense only in the context of a system allowing a contingency or escrow arrangement. An escrow transaction involved withholding the payment until a condition was met. A specific embodiment of an escrow required that the sum to be paid be handed over to a third party. The present patent did not disclose any technical feature of an escrow business arrangement nor did it address the question as to how such an arrangement could actually

be implemented in a value transfer system. Hence, the present invention did not disclose an escrow system in a manner sufficiently clear and complete for it to be carried out by a person skilled in the art. The patent disclosure was also insufficient as regards the resumption of an inadvertently interrupted transaction since for instance no information was provided as to the kind of intervention required for resuming the transaction and the manner and circumstances of re-starting the system. Thus the very heart of the alleged invention, the device and protocol which would make an escrow decision, and transfer value to the retailer or back to the customer, had not been disclosed. Such equipment or protocol could not be designed without independent invention.

With regard to novelty, the crucial features in claim 1 were features (c) to (f) relating to the creation, sending and storing of a so-called "commitment message". According to feature (c), the message somehow signified commitment of a requested value, however there was not the slightest indication in the claim as to technical features associated with this message. Moreover, there was no mention of what use was made of the stored commitment message. A transaction as understood from claim 1 was effected according to a classical protocol, and any differences thereto could only rely on the semantic choice of breaking down a payment transfer request message into two sub-messages, viz the value message and the commitment message. However, in the absence of clear technical characteristics ascribed to each of those messages, such a decomposition could not be considered to confer novelty. In fact, claim 1 was impossibly broad and read



upon a procedure wherein there was no interruption of the transaction whatsoever and the commitment message was always, immediately and automatically, followed by the "value message". In value transfer systems known for instance from documents D1 to D4, D7 and D10, after the purses confirmed agreement, the sending purse was "committed" in the sense that it could not transfer the funds in question to any other receiving purse. This was exactly the sense of the "commitment message" in the opposed patent - the funds agreed upon could not be doubly spent, ie the same funds could not be used twice by the sending purse. The mere use of the word "commitment" in the claim did not distinguish over the prior art since the known systems had "commitment messages" in the sense that, once a certain point in the transaction protocol was past, the customer was "committed" in that he could not change his mind and spend the money elsewhere. Accordingly, claim 1 was anticipated by the transaction systems as known for instance from documents D1 to D4, D7 and D10.

If, despite the fact that there was not a word in claim 1 concerning an "escrow" arrangement, "accidental interruptions", or any interruption whatsoever subsequent to the commitment message, the possibility of an interruption of the transaction were seen as a difference to the prior art, such a difference would not reflect an inventive step. As far as an escrow arrangement was concerned, claim 1 contributed absolutely nothing to the prior art than the very definition of a conventional business escrow arrangement, namely the commitment by the buyer prior to any actual value transfer to the seller, followed by the actual value transfer. In other words, the steps

(c) to (f) of claim 1 were an obvious implementation of the definition or necessities of an escrow arrangement in a value transfer environment. Moreover, it made no sense to block the value transfer at the time of the commitment message unless a contingency or escrow arrangement was intended. The idea that the utility and inventive level of the commitment message lay in the possibility to reconstruct an accidentally interrupted communication was defective because the very problem which the commitment message was supposed to solve in this case, subsequent accidental interruption, was, in fact, caused by the existence of a commitment message which was substituted for a value message.

XII. The respondent's submissions may be summarized as follows:

As regards the appellant's letter of 30 May 2003, it had to be understood as a declaration of withdrawal of the appeal. Although the word "withdrawn" was not used, any English-speaking person would perfectly well understand the meaning to be attributed to the wording used, namely that the appeal was not to be pursued, *ie* was to be withdrawn. Since there was no ambiguity in this wording, it was not credible for the appellant's representative to subsequently claim that what had been meant was simply that he did not intend to attend the oral proceedings. The clear subject of the letter was the appeal and not the oral proceedings. It was well established in EPO practice that no particular form of wording was necessary to effect withdrawal of a proceeding before the EPO, as was confirmed for instance by decisions J 7/87 and T 789/89. In the latter case, the words "discontinue the opposition"

were construed as withdrawal of the opposition. Consequently, the appellant's later explanation given in the telephone conversation with the Board of Appeal on 5 June 2003 did not constitute a clarification of the former declaration but had to be seen as a change of mind. However, it was well-established case law, as established by G 7/91 and G 8/91, that withdrawal of the appeal by the sole appellant immediately and automatically terminated the appeal proceedings. Moreover, in the light of the principles governing communications between the EPO and parties in opposition proceedings, as set out in the "Guidelines for Examination in the European Patent Office", part E, chapter III, point 1. "General", the Board should not have contacted the appellant by telephone, as was done by the telephone consultation of 5 June 2003, because this concerned matters which affected the respondent's interests. A further problem resided in the fact that the appellant did not provide any explanatory statement in writing having regard to the intended meaning of the declaration of 30 May 2003. Hence, accepting the explanation made by the appellant in the telephone conversation of 5 June 2003, amounted to permitting a party to make statements and declarations of substance by telephone in inter partes proceedings. For the above reasons the Board should find the appeal to have been withdrawn.

As far as the alleged insufficiency of disclosure was concerned, the critical question was whether the person skilled in the art would be able to devise a value transfer system and a transaction protocol performing the claimed steps. This question had to be answered in the affirmative.

As regards the questions of novelty and inventive step, the purpose of the invention was to provide a value transfer system which allowed successful resumption of an off-line transaction after an interruption. The objective problem addressed by the subject-matter of claim 1 as granted was to allow resumption and completion of an interrupted transaction between the two purses without having to resort to another authority such as for instance a clearing institution. The available prior art did not address this problem nor did it teach the claimed solution. In particular, none of the prior art documents taught the creation of a commitment message by the sending purse separate and distinct from the value message, the sending of the commitment message to the receiving purse and its storing in both purses in the sense of claim 1, using "commitment" in its intrinsic usual meaning as an engagement of the payer to assume an obligation to pay in the future. The only prior art document which mentioned a commitment of a purse was D7. However, as was apparent from the transaction protocol of D7, commitment did not mean a commitment of the sending purse in the terms of claim 1 under consideration. The message, upon which value was decremented from the sending purse, was a message sent from the receiving purse. However, only a sender can issue a commitment message since a receiver cannot commit a sender to send value. What was in fact envisaged in D7 were the consequences of an accidental interruption giving rise to an asymmetric commitment. In order to resume and complete a transaction, which was inadvertently interrupted at the time of transferring value from the sending to the receiving purse by exchange of

respective receipt messages, an independent clearing authority was required. None of the transaction protocols disclosed in the further prior art documents included the storing of messages except for the final value message. Thus, according to the known protocols, transactions which were interrupted could not be resumed and completed.

### **Reasons for the Decision**

1. The appeal complies with Articles 106 to 108 and Rule 64 EPC and is therefore admissible.
2. *Alleged withdrawal of the appeal*
  - 2.1 According to the respondent, the appellant's letter of 30 May 2003, stating that it "*has decided not to pursue the appeal*", has to be understood as an unambiguous withdrawal of the appeal, terminating the appeal proceedings with immediate effect.
  - 2.2 Case law relating to the withdrawal of an application, opposition or appeal has established the following principles:
    - (i) Effective withdrawal does not depend on whether the term "withdrawal" has been used. However, it must be clear that the party really wants immediate and unconditional withdrawal rather than passive abandonment (see J 7/87, OJ 1988, 422).

(ii) A request for withdrawal should only be accepted without question if it is completely unqualified and unambiguous (see J 11/80, OJ 1981, 141).

(iii) Where there is any doubt as to the actual intent of a party who has made a declaration which could be construed as a withdrawal, that declaration may be so construed only if the related subsequent facts confirm that such was the party's true intent (see J 11/87, OJ 1988, 367).

2.3 The Board agrees with the respondent that the appellant's letter of 30 May 2003 could indeed be interpreted as expressing an intention to withdraw the appeal. However, having received the statement, the Board was in doubt whether the appellant's true intention was withdrawal of the appeal or whether the letter merely expressed a lack of interest in the sense that the appellant intended to give up its active role in the appeal procedure.

Hence, the Board contacted the appellant's representative with a view to clarifying the situation. The mere fact that the Board found such a clarification necessary illustrates that it found the statement ambiguous. Moreover, the enquiry undertaken by the Board showed that the letter of 30 May 2003 should not be regarded as a withdrawal of the appeal.

2.4 For these reasons, the appellant's letter of 30 May 2003 does not constitute a withdrawal of the appeal.

- 2.5 The respondent further argued that, according to established principles governing communications between the EPO and parties to inter partes proceedings, the Board should not have contacted the appellant by telephone since this had affected the respondent's interests.

The Board disagrees:

what matters is the ambiguity in the appellant's declaration, which made an enquiry necessary, and not the means used by the Board to make the enquiry. In view of the imminent oral proceedings, a contact by telephone was chosen so as to clarify the situation as quickly as possible. The general requirement for statements essential to proceedings before the EPO to be made in writing was subsequently met by the Board's notification dated 13 June 2003 informing the parties about the result of its telephone consultation of 5 June 2003 with the appellant's representative.

3. *Disregarding late-filed facts or evidence*  
(Article 114(2) EPC)

On the day of the oral proceedings, the appellant sent a fax including copies of two documents allegedly clarifying the publication dates of documents D2 and D3. The fax was received in the EPO at 9.57 am at a fax machine different from that of the boards of appeal indicated in the summons to oral proceedings and reached the Board at about 11 am at a time when the Board was already deliberating. No reason or explanation was given why the information could not have been filed earlier.

In the specific circumstances of the present case, in which the appellant had expressed its lack of interest in the appeal, was not represented at the oral proceedings, and had not made any substantive submission until the beginning of the oral proceedings, the filing of allegedly further evidence by the appellant in the course of the oral proceedings amounts to an abuse of procedure. The appellant's submission at such an extremely late stage in the proceedings came as a surprise to the Board and to reconsider the matter in the light of the new evidence would have caused a significant delay in the proceedings which could have easily been avoided had the submission been made in good time.

Therefore, the Board considers the appellant's submission of 3 July 2003 as having been late filed and, exercising its discretion pursuant to Article 114(2) EPC, decides to disregard the new evidence (see in this respect for instance T 116/97, point 4 of the reasons).

4. *Sufficiency of disclosure*

The Board notes that the appellant's allegation of insufficiency of disclosure is based on the alleged fact that the patent did not disclose an escrow or contingency system in a manner sufficiently clear and complete for it to be carried out by a person skilled in the art.



However, the invention as defined by the claims of the patent as granted does not concern an escrow system but a value transfer system which allows an off-line transaction between electronic purses that can be deliberately or inadvertently interrupted and thereafter resumed. Thus, the question whether the patent as a whole sufficiently disclosed an escrow system is irrelevant. Furthermore, the Board has no reason to assume that the man skilled in the art would not be capable of devising a value transfer system which has the claimed technical means performing the claimed process steps.

The Board thus finds that the invention meets the requirements of Article 83 EPC.

5. *Novelty*

- 5.1 There is agreement between the parties that each of documents D1, D4 to D10 and D13, relied on in the appeal shows a value transfer system comprising the technical means listed in claim 1 under consideration.

What is in dispute between the parties is the question concerning what exactly would be defined by claim 1 as granted and whether the known systems would operate according to a microprocessor implemented process which comprises all of process steps (a) to (h) listed in claim 1. In this context, the parties disagree in particular on the meaning of the term "commitment message" and the function of such a message in the value transfer.

5.2 Interpretation of claim 1 of the patent in suit

According to features (c) and (e) of claim 1 under consideration, the "commitment message" is a message which is created in the sending purse and sent to the receiving purse. Furthermore, feature (c) explains that the message signifies commitment of the requested value, and, from a comparison with features (b) and (g), it becomes apparent that it is a message separate from the "value message", the sending of which constitutes the actual transfer of value from the sending to the receiving purse.

In view of these definitions, the Board shares the respondent's opinion that the term "commitment" has to be given its conventional meaning, ie an irrevocable engagement on the part of a payer to assume an obligation to pay in the future. In this respect, it is immaterial whether events or circumstances outside the control of the purses may subsequent to the commitment still cause the transaction to be aborted since such circumstances do not touch on the irrevocability of the payer's commitment.

This interpretation of the function of the commitment message is corroborated by the fact that the message is to be stored in both purses. In the claimed context, "storing" has to be understood as a permanent storing of the message at least until the transaction has been successfully completed. A transaction interrupted after the storing of the commitment message in both purses can be later resumed and completed off-line without a third authority being required.

5.3 The only document on file which expressly mentions "commitment" of a purse is document D7 (see in particular the transaction protocol indicated on page 62 and the corresponding description on pages 63 and 64), albeit the term "commitment message" is not used.

In the microprocessor implemented process of the value transfer system according to D7, both purses identify themselves and confirm agreement about the transaction and the value to be transferred by means of a mutual exchange of messages. Following successful verification and agreement, the actual transfer of value is effected by the exchange of a receipt message (see line 11 of the protocol) sent from the receiving purse "j" to the sending purse "i", indicating the value to be paid by "i", and by a corresponding payment notice (see line 16 of the protocol) sent from purse "i" to purse "j". The payment notice has to be considered to correspond to the "value message" within the meaning of claim 1, since, in case of a positive verification of the message, the account in the receiving purse is increased by the transferred value.

As regards the nature and circumstances of a commitment, it is noted in the penultimate paragraph on page 64 that: *"It is desirable that the paying wallet will have a proof of payment (receipt) if and only if the receiving wallet will have a proof of receiving. (If one side supplies the proof to the second, and the communication is broken before the second sends the expected proof to the first, the first is committed, while the second is not.) Even and Yakobi proved in 1979 [EY] that this is not achievable."*

Moreover, in the last paragraph on page 64 reference is made to the protocol presented on page 62:

*"According to the protocol, the payee's wallet sends the receipt first and then the payer wallet sends the payment. If the communication is broken before the payment is transferred, according to the protocol, the payee's balance will not increase while the payer's balance will decrease as if the protocol has been completed. Now when the information is extracted from the payer's wallet during the next update session, the clearing house will correct the payee's account accordingly, since it has proof of the payment."*

The first citation refers to a situation in which a purse will be committed to its own message of proof sent to the opposite purse. In this case, the payment notice which is sent from and commits the sending purse would constitute the conventional value message.

The second citation refers to a different situation in which the "receipt message" sent from the receiving purse to the sending purse according to line 11 of the transaction protocol causes a decrease in the funds available to the sending purse before the actual value message corresponding to the "signed payment notice" of line 16 of the protocol is sent. According to the appellant, the receipt message according to line 11 of the protocol had the effect of a commitment of the sending purse, since it caused the balance of the sending purse to be reduced (line 15 of the protocol) before the value was actually transferred to the receiving purse (line 16 of the protocol).

Nevertheless, in view of the interpretation given in point 5.2 above, the message according to line 11 cannot be considered a "commitment message" in the sense of claim 1 of the patent, since it is created and sent by the receiving purse. Moreover, due to the fact that it is not stored in both purses, a subsequently inadvertently interrupted transaction cannot be resumed and completed by the purses without the participation of an independent authority.

It follows that the subject-matter of claim 1 as granted differs from the teaching of D7 by steps (c) to (f) of its microprocessor implemented transaction process.

- 5.4 From document D1 (see in particular the transaction protocol in columns 7 and 8 and the corresponding description) a value transfer system is known which operates according to a microprocessor implemented process very similar to that disclosed in D7. Moreover, a slightly modified process is known from document D10 (see in particular the transaction protocol described on page 385), wherein the sending purse sends its final receipt message before the receiving purse.

The appellant argues that in these known transaction protocols the messages by which both electronic purses identified themselves and confirmed agreement about the transaction involved a message by which the sending purse was "committed" in the sense that it could not transfer the funds in question to any other receiving purse. In this context, the opposition division, in point 8 of the reasons for its decision, has observed that according to the transaction protocol of D1 there

was a time when the funds in the sending purse were committed in the sense that they could not be spent otherwise and that this occurred before the time of the effective value transfer.

However, with the exception of the final receipt messages, none of the messages in the transaction protocols of D1 and D10 is stored in a manner which would allow resumption and completion of an interrupted transaction, let alone a resumption solely based on information stored in the respective purses. Therefore, the Board finds that neither D1 nor D10 teaches a transaction protocol involving steps (c) to (f) within the meaning of claim 1 of the patent as granted.

- 5.5 A further variation of a microprocessor implemented value transfer process is known from document D4 (see column 9, line 51 to column 11, line 68). In this known process, subsequent to the exchange of messages for identification and agreement to a specific transaction, the electronic purses mutually send and receive a respective further message indicating confirmation of a correct comparison of exchanged transaction information and preparing the purses to store the transaction information (column 11, lines 42 to 46). Upon receipt of said further message, the purses send response messages back to the respective other purse indicating that each purse is in a condition to store information and initiating delivery of a final confirmation or handshake message (column 11, lines 47 to 52), ie the actual transfer of value.

However, in the transfer process according to D4 none of the messages preceding the final value message is stored as required by features (d) and (f) of claim 1 under consideration. Consequently, said further messages referred to above cannot serve as "commitment messages" within the meaning of feature (c) of claim 1, allowing resumption and completion of an interrupted transaction.

5.6 As regards the further documents D5, D6, D8, D9 and D13 relied on in the appeal, the Board does not consider their teachings to be more relevant than those of documents D1, D4, D7 or D10. A corresponding provisional finding given in the Board's communication of 14 February 2003 has not been contested by the appellant.

6. *Inventive step*

As a matter of fact, none of the cited prior art documents addresses the problem of resuming and completing an interrupted transfer of value between two electronic purses without the participation of a third party or independent authority.

On the contrary, in the value transfer process according to documents D1, D4, D7 and D10, one of the parameters included in the exchanged messages is a time signal  $t$  which establishes a time synchronisation between the two purses with a view to safeguard completion of a value transfer within a given time frame (of a few seconds, according to D4) so as to increase the security of the transaction (see for instance column 10, line 60, to column 11, line 18 of

D4). It follows from this observation that the idea to modify an off-line value transfer process between electronic purses so as to allow for a deliberate or inadvertent interruption and subsequent successful resumption is alien to the available prior art teaching. Thus, the available prior art not only fails to provide any incentive for the skilled person to contemplate an off-line resumption of an interrupted value transfer but also fails to hint even remotely at the claimed solution of introducing into the transaction protocol a commitment message stored in both purses.

For these reasons and in view of the absence of any evidence to the contrary, the Board does not find convincing the appellant's argument that the claimed subject-matter, as far as it made technical sense, concerned the straightforward implementation of the necessities of a conventional business escrow arrangement.

7. It follows from the above considerations that, contrary to the appellant's allegation, the subject-matter of claim 1 of the patent in suit has not only to be regarded as being novel over the teaching of any one of the cited prior art documents but also as involving an inventive step.
8. Consequently, the grounds of opposition under Articles 100(a) and 100(b) EPC together with Articles 54, 56 and 83 EPC do not prejudice the maintenance of the patent unamended.



**Order**

**For these reasons it is decided that :**

1. The appellant (opponent)'s letter of 30 May 2003 did not constitute a withdrawal of the appeal.
2. The appeal is dismissed.

The Registrar:

The Chairman:

M. Dainese

G. Davies